Cause No. 13-19-00486-CV

IN THE THIRTEENTH COURT OF APPEALS OF TEXAS
CORPUS CHRISTI, TEXAS

MSW CORPUS CHRISTI LANDFILL, LTD.
Appellant/Cross Appellee

VS.

GULLEY-HUST L.L.C.
Appellee/Cross-Appellant

APPEAL FROM THE DISTRICT COURT, 117th JUDICIAL DISTRICT
NUECES COUNTY, TEXAS

CROSS-APPELLANT'S BRIEF

John D. Bell
State Bar No. 02078900
jdbell@wbwpc.com
WOOD, BOYKIN & WOLTER,
A Professional Corporation
615 North Upper Broadway, Suite 1100
Corpus Christi, Texas 78401
(361) 888-9201
(361) 888-8353 (facsimile)

Douglas A. Allison
State Bar No. 01083500
doug@dallisonlaw.com
LAW OFFICES OF DOUGLAS A. ALLISON
403 North Tancahua Street
Corpus Christi, Texas 78401
(361) 888-6002; (361) 888-6651 (fax)

ATTORNEYS FOR CROSS-APPELLANT, GULLEY HURST L.L.C.

ORAL ARGUMENT REQUESTED

IDENTITY OF PARTIES AND COUNSEL

Appellant/Cross-Appellee:

Parties:
MSW Corpus Christi Landfill, Ltd.

Counsel:
Audrey Mullert Vicknair
State Bar No. 14650500
Law Office of Audrey Mullert Vicknair
802 N. Carancahua, Suite 2100
Corpus Christi, Texas 78401-0038
Telephone: (361) 884-5400
Telecopier: (361) 884-5401 fax
avicknair@vicknairlaw.com

Patrick J. Carew
State Bar No. 24031919
Catherine J. Barbaree
State Bar No. 24098962
2001 Ross Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 922-7100
Telecopier: (214) 279-5178
Email:
pcarew@kilpatricktownsend.com
cbarbaree@kilpatricktownsend.com

THE MARYE LAW FIRM, P.C.
Monica I. Bohuslav
State Bar No. 24074250
2619 Hibernia Street
Dallas, Texas 75204
Telephone: (214) 987-8240
Telecopier: (214) 987-8241
mbohuslave@maryelaw.com

Appellee/Cross-Appellant:

Parties:
Gulley-Hurst L.L.C.

Counsel:
John D. Bell
State Bar No. 02078900
WOOD, BOYKIN & WOLTER,
A Professional Corporation
615 N. Upper Broadway, Suite 1100
Corpus Christi, Texas 78401
Telephone: (361) 888-9201
Facsimile: (361) 888-8353
jdbell@wbwpc.com

Douglas A. Allison
State Bar No. 01083500
Law Office of Douglas A. Allison
403 North Tancahua Street
Corpus Christi, Texas 78401
Telephone: (361) 888-6002
Facsimile: (361) 888-6551
doug@dallisonlaw.com

Douglas Laycock
Alice McKean Young Regents Chair in Law Emeritus
University of Texas Law School of Law
727 E. Dean Keeton St.
Austin, TX 78705
Telephone: 512-232-1224
State Bar No. 12065300
dlaycock@law.utexas.edu

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STATEMENT OF THE CASE

Appeal from the 117TH District Court, Hon. Sandra Watts, Presiding

This is an appeal from a final judgment in a lawsuit between two parties who once were the joint owners of a landfill. The parties had reached a settlement agreement in 2015 to resolve prior litigation filed in 2013, but this suit was filed concerning performance under that settlement agreement. The Court called this case for trial on June 25, 2019, and after approximately six days of testimony, counsel for the parties made their final arguments and the jury returned its verdict. CR V2, P.3159. [1]

> Jury Charge Question 3, part 2 ("Question 3(2)") was stated as follows:
>
> What sum of money, if any, if paid now in cash, would fairly and reasonably compensate MSW for its damages, if any, that resulted from such failure to comply?
>
> ….
>
> 2. MSW's lost opportunity cost of not having use of the money that was a natural, probable, and foreseeable consequence of Gulley-Hurst's failure to refinance the AmeriState Bank Loan. CR V2, P.3164.

In response to this Question, the jury found that MSW Corpus Christi Landfill, Ltd. ("MSW"), Appellant and Cross-Appellee, should be awarded $372,484.70 as "lost opportunity" damages. Gulley-Hurst L.L.C. (Gulley-Hurst"), Cross-Appellant

[1] Clerk's Record citations will be as follows: CR V1, P.10. (Volume 1, Page 10 of Clerk's Record). Reporter's Record citations will be as follows: RR V22, P. 49-50 (Volume 22, Pages 49-50 of the Reporter's Record).

and Appellee, timely objected to the inclusion of this Question, but the Court denied the objection. RR V22, P.49-50.

On July 22, 2019, Gulley-Hurst filed its Motion for Judgment N.O.V. pertaining to the two issues of damages found affirmatively by the jury, including the jury's award of lost opportunity damages. CR V2, P.3195. The Court granted the motion as to the other damages issue but denied the motion as to lost opportunity damages and rendered judgment on September 11, 2019, that Gulley-Hurst pay the $372,484.70 awarded pursuant to Question 3(2). CR V2, P.3403.

Gulley-Hurst timely filed its Motion for New Trial on October 11, 2019, on the issue of lost opportunity damages and its Notice of Appeal on November 26, 2019. CR V2, P.3509, 3430.

STATEMENT REGARDING ORAL ARGUMENT

Oral argument is likely to aid the Court in its decisional process based on the particular issues at issue in this appeal. TEX. R. APP. P. 39.1(d). Accordingly, Gulley-Hurst requests oral argument.

STATEMENT OF JURISDICTION

The Trial Court entered Final Judgment on September 11, 2019. After partial denial of Gulley-Hurst's Motion for Judgment N.O.V., MSW filed its Notice of

Appeal on October 8, 2019. Gulley-Hurst timely filed Motion for New Trial on October 11, 2019, and its Notice of Appeal on November 26, 2019. Therefore, this Court has jurisdiction over this appeal. *See* TEX. R. APP. P. 25.1.

ISSUES PRESENTED

1. Whether there is no evidence, or legally insufficient evidence, to support the jury's answer to Question 3(2) on lost opportunity cost.
2. Whether the jury's answer to Question 3(2) on lost opportunity cost is factually insufficient, being weak and contrary to the overwhelming weight of all the evidence.

STATEMENT OF FACTS

On September 23, 2011, Gulley-Hurst conveyed to MSW an undivided one-half interest in certain property comprising a Type IV landfill on the property located at 1435 County Road 26, Corpus Christi, Texas 78415 (the "Landfill"). CR V1, P.71. Gulley-Hurst retained the remaining undivided one-half interest in the Landfill. *Id.*

The sales price was $7,500,000.00, which was 100% financed and comprised of $4,000,000 advanced by AmeriState Bank on behalf of MSW and a $3,500,000 Promissory Note (the "$3,500,000 Note") in seller-financing executed by MSW and payable to Gulley-Hurst. *Id.;* RR V25, DX 38 (emails with attached promissory

note).

In addition to the $4,000,000 paid to Gulley-Hurst, MSW borrowed $1,000,000 from AmeriState Bank for working capital to commence operations at the Landfill. CR, V1, P.386. The advance of both amounts was evidenced by a $5,000,000 Promissory Note (the "$5,000,000 Note") executed by MSW and payable to AmeriState Bank. *Id.*; RR V25, DX37. The $5,000,000 Note was secured by a first lien on 100% of the real property comprising the Landfill, including both the one-half interest owned by Gulley-Hurst and the one-half interest owned by MSW. *Id.* Additionally, Thomas Noons ("Noons"), Shane Shoulders ("Shoulders") and Raymond Sanders ("Sanders"), the principals of MSW, personally guaranteed the $5,000,000 Note. *Id.*; RR V25, DX 34-36.

On September 23, 2011, Gulley-Hurst and MSW also entered into a Landfill Operating Agreement providing for the operation of the Landfill by MSW under the Municipal Solid Waste Permit 2349, which had already been issued to Gulley-Hurst, for operation of the Landfill. CR V1, P.64; RR V24, PX 60A. The Agreement provided that MSW would operate the Landfill and pay Gulley-Hurst a monthly amount equal to fifty percent (50%) of the "Net Operating Income" (as such term is defined in the Agreement) from all operations of the Landfill during the preceding month. *Id.*

A year later, MSW borrowed an additional $200,000 from AmeriState Bank

(the "$200,000 Note") for additional operating capital. RR V20, P.210. Both the $5,000,000 Note and the $200,000 Note were secured by the pledge of 100% of the Landfill. CR, V1, P.386.

Following various disputes, a lawsuit was filed by Gulley-Hurst against MSW on August 13, 2013, as Cause No. 2013CCV-61449-2 in County Court at Law No. 2 in Nueces County, Texas (the "Prior Lawsuit") concerning the operation of the Landfill, the use of the operating capital obtained from AmeriState Bank under the $5,000,000 Note, the failure to pay Gulley-Hurst its 50% of the Net Operating Income, and non-payment of the $3,500,000 Note. CR V1, P.387. MSW made various counter-claims against Gulley-Hurst in the same proceeding. *Id.*

On May 27, 2015, the parties compromised and settled all matters in controversy in the Prior Lawsuit by a Mutual Release & Settlement Agreement (the "Settlement") after a mediation with Marvin Nebrat. *Id.* Pursuant to Section 1 of the Settlement, MSW had the option to purchase Gulley-Hurst's one-half interest in the Landfill within 120 days. RR V24, PX 48. Under Section 2 of the Settlement if MSW failed to exercise its Option, MSW was required to convey its one-half interest in the Landfill to Gulley-Hurst, and Gulley-Hurst agreed to refinance the existing loans of MSW to AmeriState Bank and write-off the $3,500,000 Note owing to Gulley-Hurst. *Id*.

MSW failed to purchase Gulley-Hurst's interest in the Landfill within the 120

days as provided in the Settlement on or prior to September 24, 2015. CR V1, P.387. On September 24, 2015, counsel for Gulley-Hurst communicated with counsel for MSW about the logistics for exchanging a deed (the Deed") and a transfer (the "Transfer") conveying all of MSW's undivided one-half interest in the Landfill and the related personal property, accounts and other assets to Gulley-Hurst. CR V1, P.430.

On September 29, 2015, counsel for MSW and Gulley-Hurst agreed to transmit the Deed and Transfer to each other simultaneously by FEDEX. The only condition expressed regarding the exchange was that the $3,500,000 Note would not be marked "PAID IN FULL" until Gulley-Hurst's confirmed receipt of the Deed and Transfer. CR V1, P.426 and P. 436. On September 30, 2015, Gulley-Hurst's counsel received the Deed and Transfer and sent an email confirming its receipt to MSW's counsel. CR V1, P.440.

Gulley-Hurst filed the Deed and Transfer of record with the Nueces County Clerk on October 2, 2015. RR, V24, PX53-54. Additionally, Gulley-Hurst wrote off the balance of the $3,500,000 Note as required in Section 2 of the Settlement. CR V1, P.688.

Gulley-Hurst negotiated with AmeriState Bank for refinancing the approximately $4,800,000 balance owing on the $5,000,000 Note and elimination of all personal guaranties and obligations of MSW and its guarantors for such loan.

CR V1, P. 387-388. Gulley-Hurst executed all of the financing documents required by AmeriState Bank and returned the same to the Bank on or about February 11, 2016. *Id.* Noons refused to execute the Assignment and Assumption of Indebtedness document required by the Bank on behalf of MSW, so the assumption of the $5,000,000 Note and release of the personal guaranties was not completed. CR V1, P. 388.

Since assuming operation of the Landfill in August, 2013, Gulley-Hurst made all installment payments required under the $5,000,000 Note. *Id.* As required in the Settlement, Gulley-Hurst timely paid all obligations owing to AmeriState Bank by MSW, and neither MSW nor any of its individual guarantors has been required to may any payments in connection with said Note. *Id.*

In 2014, while the Prior Lawsuit was underway, Noons and Shoulders created Osttend Landfill, Ltd., ("Osttend") a completely separate entity that acquired a Landfill in McKinney, Texas (the "McKinney Landfill"). RR V15, P.11-12.

In December of 2014, Osttend's principals took out a loan for $4,700,000 at 6% interest as the purchase money loan for the McKinney Landfill. RR V17, P.43. Noons, personally or through his entity British American Properties of Texas, Inc., took out additional loans for the McKinney Landfill, including a $150,000 loan in 2015 and another $452,000 loan in 2017, both of which were at 18% interest. RR V17, P.37-39. Osttend also took out a $10,500,000 construction loan in 2018, at

either 5% or 6% interest, for the McKinney Landfill. RR V15, P.29.

MSW argued that because Gulley-Hurst did not refinance the balance owing on the $5,000,000 Note, MSW suffered lost opportunity damages by losing the ability to borrow $4,600,000 (the remaining loan balance) from AmeriState Bank. RR V17, P.55.

MSW's expert, Allan Needham, Ph.D., CEA, testified that his calculation for lost opportunity damages was based on the damage MSW suffered for not being able to participate in some other venture or investment with the $4,600,000 it could have borrowed from AmeriState Bank. RR V19, P.51. His hypothetical investment would generate an annual yield sufficient to repay whatever the interest expense was on a $4,600,000 loan plus the annual earnings on U.S. Treasury securities, which amounted to $372,484.70 for 2016-2019. RR V19, P.51-53. Dr. Needham applied interest rates ranging from 1.84% to 2.91% yielded by the U.S. Treasury securities during the years in question. RR V19, P.54.

MSW's principals testified, however, that they would have used that $4,600,000 in borrowing ability to invest in the McKinney Landfill. RR V17, P.94; RR V18, P.190-191, P.195-196; RR V20, P.21. According to Noons, the McKinney Landfill was not operational until after the trial was completed. RR V15, P.33.

Even if the investment would be made in a new, operating landfill, MSW's expert testimony was that the Gulley-Hurst Landfill in its first five years only

generated operating losses. RR V19, P.67-68. Once the interest payments were included on the loans owed to AmeriState Bank, the Gulley-Hurst Landfill did not generate an operating profit until 2017. RR V19, P.68.

The expert's assessment also did not include a calculation as to an increased cost from the higher interest rates that actually were paid by Osttend's principals. RR V19, P.131. His damage model simply assumed an investment existed that would generate an annual yield sufficient to repay whatever the interest expense was on a $4,600,000 loan plus the annual earnings on U.S. Treasury securities. RR V19, P.51-53.

STANDARD OF REVIEW

Legal Sufficiency

When an appellant attacks the legal sufficiency of an adverse finding on an issue on which it did not have the burden of proof, it must demonstrate that no evidence supports the finding." *Exel Transp. Servs., Inc. v. Aim High Logistics Servs., LLC*, 323 S.W.3d 224, 231–32 (Tex. App.—Dallas 2010, pet. denied).

Evidence is legally insufficient to support a jury finding when (1) the record discloses a complete absence of evidence of a vital fact; (2) the court is barred by rules of law or of evidence from giving weight to the only evidence offered to prove a vital fact; (3) the evidence offered to prove a vital fact is no more than a mere

scintilla; or (4) the evidence establishes conclusively the opposite of a vital fact. *McAllen Hosps., L.P. v. Lopez*, 576 S.W.3d 389, 392 (Tex. 2019) (citing *Crosstex N. Tex. Pipeline, L.P. v. Gardiner*, 505 S.W.3d 580, 613 (Tex. 2016)).

Factual Sufficiency

When reviewing an assertion that the evidence is factually insufficient to support a finding, a court of appeals can set aside the finding if, after considering and weighing all of the evidence in the record pertinent to that finding, it determines that the credible evidence supporting the finding is so weak, or so contrary to the overwhelming weight of all the evidence, that the answer should be set aside. *Crosstex*, 505 S.W.3d at 615.

SUMMARY OF THE ARGUMENT

MSW's expert asserted that it suffered $372,484.70 in "lost opportunity" damages based on a hypothetical investment of approximately $4,600,000 that would generate an annual yield sufficient to repay the interest expense on a $4,600,000 loan plus the annual earnings on U.S. Treasury securities. These projections were not tied to any real investment that MSW would have made, or even could have made.

MSW's representatives testified that if they had access to the $4,600,000 in borrowing ability, they would have invested it in the McKinney Landfill project –

not any sort of hypothetical investment. And if they had done so, the McKinney Landfill still was not open for business at the time of trial, so no return on investment could have existed. Even when compared to the profitability of an operating landfill, such as the Gulley-Hurst Landfill, its net revenues after taking into consideration interest costs for the first five years of operations were negative. The conditions assumed by MSW's expert bore no relation to the actual facts admitted into evidence.

These projections also cannot be tied to any particular rate of interest that would have been paid by MSW. The testimony of representatives of MSW said that they paid interest rates ranging from 5% per annum to 18% per annum which would have to have been added to the earnings rate on U.S. Treasury securities in order to generate the projected return. The expert witness did not identify any hypothetical investments that would guaranty an annual rate of return ranging from 6.84% per annum to 20.91% per annum in order to cover the cost of borrowing and the U.S. Treasury Bill rate of return.

There is no evidence, or legally insufficient evidence, to support a verdict for damages from the "lost opportunity," and the trial court erred in including Question 3(2) and denying Gulley-Hurst's Motion for Judgment N.O.V. In the alternative, the evidence is factually insufficient, being weak and contrary to the overwhelming

weight of all the evidence, to support a verdict for damages from the "lost opportunity."

ARGUMENT

1. Whether there is no evidence, or legally insufficient evidence, to support the jury's answer to Question 3(2) on lost opportunity cost.

The sole evidence provided by MSW for Question 3(2) was the expert testimony of Allyn Needham, Ph.D., CEA, based on a hypothetical investment of approximately $4,600,000 that would generate an annual yield sufficient to repay the interest expense on a $4,600,000 loan plus the annual earnings on U.S. Treasury securities. No case authority was cited to support this theory of measuring damages, but the return on investment amounted to $372,484.70 and the jury awarded such amount. CR V2, P.3164.

Generally, for damages to be recoverable, "the amount of the loss must be shown by competent evidence with reasonable certainty." *Texas Instruments v. Teletron Energy Management*, 877 S.W.2d 276, 279 (Tex. 1994) (quoting *Southwest Battery Corp. v. Owen*, 115 S.W.3d 1097 (Tex. 1938)). "Reasonable certainty" cannot be established when the loss is "largely speculative" or "dependent on uncertain or changing market conditions" or on "chancy business opportunities." *Id.*

In the case of *Basic Capital Mgmt. v. Dynex Commercial, Inc.*, 402 S.W.3d 257 (Tex. App. – Dallas 2013, pet. denied), the issue was whether there was enough

evidence to support the jury award of lost opportunity damages when the expert's opinions were based on the actual experiences of the plaintiff and other similar businesses. *Id.* at 268. In that case, economist Ray Perryman calculated what the reinvestment in the actual investments intended by the plaintiff would be – real estate investment trusts – and determined the profits that would have been generated from those particular investments. See *Id.* The appellate court concluded that there was enough evidence to support the jury's findings because the expert's damage model "was based in part on [the plaintiff's] own actual experience doing business over the course of the relevant time period…" *Id.* Perryman made the assumption that the plaintiff, "in the business of making real estate investments, would use the additional $155 million in the same way that it used other sources of funds." *Id*. Perryman also used information gathered from "relevant industry and market information, including … information regarding real estate investment trusts." *Id.* at 266.

By calculating the returns on the investments that actually would have been made by the plaintiff using the plaintiff's own experience as well as similar market experiences, the plaintiff in *Basic Capital* could affirmatively show what would be "the natural, probable, and foreseeable consequence" of the lost use of funds as required by the damages question.

In MSW's case, though, its representatives all testified that if they had access to the $4,600,000 in borrowing ability they would have invested it in the McKinney

Landfill project – not in some hypothetical investment that would yield not only the interest rate on the loan but the interest rate of U.S. Treasury securities, as well. Although no specific testimony was offered as to what the actual earnings of the McKinney Landfill had been since 2016, the undisputed evidence by MSW's representatives was that it was still not open for business at the time of trial in 2019. Using the *Basic Capital* standard, the returns would have been zero for that time period rather than the $372,484.70 projected by the expert's hypothetical investment.

Even if the expert witness were to have built his investment model based on the profitability of the Gulley-Hurst Landfill during its first five years of operations, the projected return still would be a negative number. In the "lost profits" part of the MSW expert's damage model, he showed net losses after debt service during the first five years of operations.

As a result, the damage model would have shown negative numbers regardless of whether MSW's expert had based his model on the investment actually planned by MSW according to its testimony (the McKinney Landfill) or the only other landfill it actually operated (the Gulley-Hurst Landfill). Instead, MSW's expert chose a "hypothetical" investment to measure its damages, and his assumptions are contrary to the actual facts.

In the case of *Shell Oil Prods. Co. v. Main St. Ventures*, 90 S.W.3d 375 (Tex. App.—Dallas 2002, pet dism'd by agr.), one of the issues on appeal was whether there was enough legally or factually sufficient evidence, to support a jury verdict of $4 million for lost investment opportunity. The court found that there was not enough evidence because "there was no evidence specifically detailing how the $4 million would have been used." *Id.* at 385. Even if the court presumed the money would have been used to build additional stores, being the basis of the agreement in dispute, "there was no evidence as to how many would be built or what the value of these stores would have been." *Id.* The court was focused on finding details and specifics in the evidence offered showing lost investment opportunity in the same business venture as the agreement being disputed. It found none. *Id.*

In the case of *Holt Atherton Indus., Inc. v. Heine*, 835 S.W.2d 80 (Tex. 1992), cited by the court in *Basic Capital*, the issue was whether there was enough evidence to support a jury award of lost profits. "Recovery for lost profits does not require that the loss be susceptible of exact calculation. However, the injured party must do more than show that they suffered some lost profits. The amount of the loss must be shown by competent evidence with reasonable certainty." *Id*. at 84. In that case, the Heines were not able "to specify which contracts they lost…or who would have awarded them contracts." *Id.* at 85. The court reversed the finding of damages for

the Heines because they could not point out specific contracts that were lost that would have generated the lost revenues claimed. *Id.*

Similarly, MSW cannot show any specificity in its expert's hypothetical, if not mythical, investment that would generate a yield equal to the interest rate charged on the loan plus the earnings on U.S. Treasury securities. Based on the evidence provided, if the borrower would be Thomas Noons, who typically paid an interest rate before and after Gulley-Hurst's alleged default at 18% per annum, this hypothetical investment would have to yield from 19.84% to 20.91% per year in order to generate the "lost opportunity" asserted by MSW's expert.

Even utilizing a 6.5% borrowing rate similar to the loans obtained from AmeriState Bank, the overall yield of this hypothetical investment would have to range from a minimum of 8.34% in the first year of operations increasing up to 9.41% in the third year. No evidence whatsoever was introduced as to what type of investment would generate such returns, but it certainly would not be the McKinney Landfill or any another start-up landfill operation.

As a result, MSW's expert's projections cannot be tied to any real interest rate that would have been paid by MSW or any real investment that it could have made that would have generated an annual return from its inception equal that interest rate plus the earnings rate on U.S. Treasury securities. The bare assertion that the damage model was determined as "the natural, probable, and foreseeable consequence" does

not constitute the reasonable certainty required by the courts in the cases noted above. *See Basic Capital* at 268.

Simply put, there is no evidence, or legally insufficient evidence, to support a verdict for damages from "lost opportunity cost" and the trial court erred in denying Gulley-Hurst's Motion for Judgment N.O.V.

2. Whether the jury's answer to Question 3(2) on lost opportunity cost is factually insufficient, being weak and contrary to the overwhelming weight of all the evidence.

As previously mentioned, the only evidence provided by MSW for Question 3(2) was expert testimony based on a hypothetical investment of approximately $4,600,000. In contrast, MSW's representatives all testified that if they had access to the $4,600,000 in borrowing ability, they would have invested it in the McKinney Landfill project – not any hypothetical investment.

In the case of *Fleming Mfg. Co. v. Capitol Brick, Inc.*, 734 S.W.2d 405 (Tex. App.—Austin 1987), Fleming sold a defective brick mold to a brick company and the company filed a DTPA complaint. Fleming failed to answer and a default judgment was granted. *Id.*at 406. Fleming appealed arguing that the proof presented by the brick company at the hearing was factually insufficient to support its claim for lost profits because it failed to establish that: the bricks from the mold would have been sold; the market demand for the bricks, if any, could not have been met

from existing inventory; the lapse in production due to the brick defect occurred at a time in which the company was operating under “normal conditions"; and the customers who would have purchased this particular type of brick actually took their business elsewhere. *Id.* at 407.

The brick company argued that it was only required to show that its profits were ascertainable with a reasonable degree of certainty, and proof of the number of bricks which the presses could have produced, along with the then prevailing market price for those bricks and the average net profit thereby obtained, satisfied this burden. *Id.*

While perfect proof is not required, the law does demand that the party attempting to establish economic damages such as lost profits do so by proving the factual data which supports their claim. *Id.* The court stated that the company was required to prove at a minimum, that the bricks would have been produced and sold, and that proof of existing contracts for such bricks, or proof of normal market demand increases for this type of brick would have satisfied that burden. *Id.* Consequently, the court reversed and remanded the case concluding that lost profits were not proven at the default hearing with the degree of reasonable certainty required, since the only evidence the company offered concerned anticipated or potential production. *Id.* at 408.

Similarly, the only evidence presented by MSW concerned anticipated or potential profits based on a hypothetical investment, rather than the McKinney Landfill or the Gulley-Hurst Landfill. Such evidence is weak and contrary to the overwhelming evidence provided by the principals of MSW stating that they would invest the funds in the McKinney Landfill. As stated above, even if the expert's model used actual earnings of either the McKinney Landfill or the Gulley-Hurst Landfill during its initial five years, the damage model would have shown negative numbers.

The MSW expert's projections also failed to consider any particular interest rate on the funds borrowed for such an investment. Even assuming a 6.5% interest rate, the overall yield of this hypothetical investment would have to range from 8.34% in the first year to 9.41% in the third year. The evidence actually established that Tom Noons regularly paid interest at 18%, which would require the investment returns to be even higher.

As a result, MSW's expert's projections are contrary to the testimony of the MSW representative on the actual interest rates that would have been paid by MSW and on the investment that MSW would have made with the $4,600,000. The assertion by MSW 's expert that the damage model was determined as "the natural, probable, and foreseeable consequence" does not constitute the reasonable certainty

required by the courts, which specifically state that anticipated or potential profits are not enough. *Id.* at 408.

Accordingly, the evidence is factually insufficient to support a verdict for damages from "lost opportunity cost" because the expert evidence is against the great weight of MSW's other testimony and is based on theoretically potential returns, which are not reasonably certain.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Cross-Appellant and Appellee, Gulley-Hurst, requests that this Court hold that:

1. There is no evidence, or legally insufficient evidence, to support the jury's answer to Question 3(2) on lost opportunity cost, and
2. The jury's answer to Question 3(2) on lost opportunity cost is factually insufficient, being weak and contrary to the overwhelming weight of all the evidence.

Gulley-Hurst also requests such other and further relief to which it may be entitled.

Respectfully submitted,

WOOD, BOYKIN & WOLTER
A Professional Corporation
615 N. Upper Broadway, Suite 1100
Corpus Christi, Texas 78401
(361) 888-9201
(361) 888-8353 (facsimile)

By: _____

John D. Bell
State Bar No. 02078900
jdbell@wbwpc.com

Douglas A. Allison
LAW OFFICES OF DOUGLAS A. ALLISON
403 North Tancahua Street
Corpus Christi, Texas 78401
(361) 888-6002
(361) 888-6651 (facsimile)
State Bar No. 01083500
doug@dallisonlaw.com

Douglas Laycock
Alice McKean Young Regents Chair in Law Emeritus
University of Texas Law School of Law
727 E. Dean Keeton St.
Austin, TX 78705
Telephone: 512-232-1224
State Bar No. 12065300
dlaycock@law.utexas.edu
Attorneys for Cross-Appellant

CERTIFICATE OF COMPLIANCE

Pursuant to Tex. R. App. P. 9.4(i)(3), counsel for Cross-Appellant certifies that they relied on a word count computer program in preparing this document, that the font size is 14pt, and that this Cross-Appellant's Brief complies with Tex. R. App. P. 9.4(i)(B) in that it contains 15,000 words or less excluding the items noted in Tex. R. App. P. 9.4(i)(1). This Cross-Appellant's Brief contains 4,427 words.

_____
John D. Bell

CERTIFICATE OF SERVICE

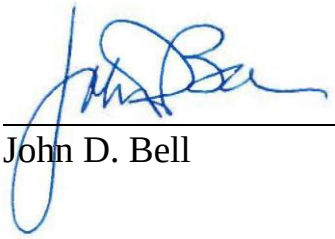
I hereby certify that a true and correct copy of the foregoing instrument was served in accordance with the Texas Rules of Appellate and Civil Procedure, on those named below, on this 16th day of October, 2020.

Via Electronic Filing System and by Direct Email

Hon. Sandra Watts
Judge, 117th District Court,
Nueces County
117.District.Court@nuecesco.com
Respondent

Audrey Mullert Vicknair
Law Office of Audrey Mullert Vicknair
802 N. Carancahua, Suite 2100
Corpus Christi, Texas 78401-0038
avicknair@vicknairlaw.com

Patrick J. Carew
Kilpatrick Townsend & Stockton LLP
2001 Ross Avenue, Suite 4400
Dallas, Texas 75201
pcarew@kilpatricktownsend.com
tbaggett@kilpatricktownsend.com



John D. Bell

APPENDIX

APPENDIX 1 – Trial Court Judgment

APPENDIX 2 – Jury Charge and Verdict

APPENDIX 1

Filed
9/3/2019 3:01 PM
Anne Lorentzen
District Clerk
Nueces County, Texas

CAUSE NO. 2016DCV-6158-B

MSW CORPUS CHRISTI LANDFILL, LTD. Plaintiff,	§	IN THE DISTRICT COURT
V.	§	
GULLEY-HURST L.L.C Defendant,	§	117TH JUDICIAL DISTRICT
V.	§	
BLUE DOOR PROPERTIES LIMITED, INC. Counter-Defendant	§	NUECES COUNTY, TEXAS

FINAL JUDGMENT

On June 25, 2019, the Court called this case for trial. Plaintiff/counter defendant MSW Corpus Christi Landfill, Ltd. (MSW) appeared by representative and by attorney of record and announced ready for trial. Defendant/counter plaintiff Gulley-Hurst LLC (GH) appeared by representative and by attorney of record and announced ready for trial. A jury having been previously demanded, the Court empaneled and swore a jury consisting of twelve (12) qualified jurors and one qualified alternate and the case proceeded to trial. The parties stipulated to the amount of reasonable, necessary and segregated attorneys' fees. At the conclusion of the evidence, the court submitted the questions of the case to the jury. On July 11, 2019, the jury returned its verdict. The Charge of the Court, which includes the jury's verdict, is incorporated herein for all purposes by reference.

Because it appears to the Court that the verdict of the jury was for MSW and against GH, judgment should be rendered on the verdict in favor of MSW, and MSW is entitled to the relief hereinafter given. The Court grants MSW's Motion for Judgment on the Verdict in part and denies it in part, grants GH's Motion for Judgment NOV in part and denies it in part, and grants GH's Motion to Disregard the Jury's Finding to Question No. 3(1) on damages.

It is, therefore, ORDERED that for MSW's lost opportunity cost of not having use of the money that was a natural, probable, and foreseeable consequence of GH's failure to refinance the AmeriState Bank Loan, GH shall pay MSW the amount of $372,484.70.

IT IS FURTHER ORDERED that GH shall take nothing by its claims against MSW.

IT IS FURTHER ORDERED that MSW shall recover prejudgment interest on the $372,484.70 in actual damages awarded to MSW herein, at the rate of 5.5% per annum simple interest; and as of August 30, 2019 that amount of prejudgment interest totals $26,652.50, with an additional per diem interest of $56.13 per day until judgment is entered.

IT IS FURTHER ORDERED that all costs of court spent or incurred in this cause are adjudged against GH.

IT IS FURTHER ORDERED that MSW shall recover postjudgment interest on the total of actual damages, attorneys' fees for trial, prejudgment interest, and costs of court at the rate of 5.5% per annum, compounded annually, from the date of this Judgment until paid.

The Court finds that MSW is the prevailing party under the parties' agreement.

IT IS THEREFORE FURTHER ORDERED that, as stipulated by the parties, MSW shall recover from GH the sum of $375,000.00 in attorneys' fees for trial; plus the sum of $10,000.00 is awarded in the event a motion for new trial is filed and MSW is successful; the sum of $25,000.00 is awarded in the event an appeal to the Court of Appeals is made and MSW is successful in the appeal; the sum of $10,000.00 is awarded if a petition for review is filed with the Supreme Court of Texas and MSW is successful in the appeal; the sum of $15,000.00 is awarded if full briefing is requested and MSW is successful in the appeal; and the sum of $10,000.00 is awarded in the event oral argument is requested by the Supreme Court of Texas and MSW is successful in the appeal.

IT IS FURTHER ORDERED that all writs and processes necessary or appropriate for the enforcement or collection of this Judgment and the costs of court may issue as necessary.

All relief requested in this case and not expressly granted is denied. This Judgment finally disposes of all parties and claims and is an appealable Final Judgment.

SIGNED this 11 day of September, 2019.

Sandra D. Watts, Presiding Judge
117th Judicial District Court
of Nueces County, Texas

7. Order Denying Plaintiff's Motion to Compel Production – 6/11/2019

8. Order Granting Motion for Partial Summary Judgment (Counts 12 and 13) – 6/21/2019

This appeal is to be taken to the Thirteenth Court of Appeals, Corpus Christi-Edinburg, Texas.

Respectfully submitted,

/s/ Audrey Mullert Vicknair
Audrey Mullert Vicknair
State Bar No. 14650500
LAW OFFICE OF AUDREY MULLERT VICKNAIR
802 N. Carancahua, Ste. 2100
Corpus Christi, Texas 78401-0038
361-884-5400; 361-884-5401 fax
avicknair@vicknairlaw.com

KILPATRICK TOWNSEND & STOCKTON LLP
/s/ Patrick J. Carew
Patrick J. Carew
State Bar No. 24031919
Catherine J. Barbaree
State Bar No. 24098962
2001 Ross Avenue, Ste. 4400
Dallas, Texas 75201
(214) 922-7100; (214) 279-5178 fax
pcarew@kilpatricktownsend.com
cbarbaree@kilpatricktownsend.com

THE MARYE LAW FIRM, P.C.
Monica I. Bohuslav
State Bar No. 24074250
2619 Hibernia Street
Dallas, Texas 75204
(214) 987-8240; (214) 987-8241 fax
mbohuslave@maryelaw.com

Counsel for Plaintiff/Appellant MSW Corpus Christi Landfill, Ltd.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing motion was served on counsel for the Plaintiff, as designated below, on this the 8th day of October, 2019, by tex.gov electronic filing service:

John D. Bell
WOOD, BOYKIN &WOLTER
615 N. Upper Broadway, Suite 1100
Corpus Christi, Texas 78401
(361) 888-9201; (361) 888-8353 fax

Douglas A. Allison
LAW OFFICES OF DOUGLAS A. ALLISON
403 North Tancahua Street
Corpus Christi, Texas 78401
(361) 888-6002; (361) 888-6651 fax
doug@dallisonlaw.com

Attorneys for Defendant Gulley-Hurst

/s/ Audrey Mullert Vicknair
Audrey Mullert Vicknair

APPENDIX 2 Original

CAUSE NO. 2016DCV-6158-B

MSW CORPUS CHRISTI LANDFILL, LTD. Plaintiff,	§	IN THE DISTRICT COURT
V.	§	117TH JUDICIAL DISTRICT
GULLEY-HURST L.L.C Defendant,	§	NUECES COUNTY, TEXAS

FILED
JUL 11 2019
COUNTY & DISTRICT COURTS NUECES COUNTY TEXAS

CHARGE OF THE COURT

Members of the Jury:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your phone or any other electronic device during your deliberations for any reason. I will give you a number where others may contact you in case of an emergency.

You have been permitted to take notes during the testimony in this case. In the event any of you took notes, you may rely on your notes during your deliberations. However, you may not share your notes with the other jurors and you should not permit the other jurors to share their notes with you. You shall not use your notes as authority to persuade your fellow jurors. In your deliberations, give no more and no less weight to the views of a fellow juror just because that juror did or did not take notes. Your notes are not official transcripts. They are personal memory aids, just like the notes of the judge and the notes of the lawyers. Notes are valuable as a stimulant to your memory. On the other hand you might make a mistake in recording what you have seen or heard. Therefore, you are not to use your notes as authority to persuade fellow jurors of what the evidence was during trial.

Occasionally, during jury deliberations, a dispute arises as to the testimony presented. If this should occur in this case, you shall inform the Court and the Court will provide you a copy of

the disputed testimony from the official transcripts. You shall not rely on your notes to resolve the dispute because those notes, if any, are not official transcripts. The dispute must be settled by the official transcript, for it is the official transcript, rather than any juror's notes, upon which you must base your determination of the facts, and ultimately, your verdict in this case.

You must leave your notes with the bailiff when you are not deliberating. The bailiff will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone. After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.

Here are the instructions for answering the questions.

1. Do not let bias, prejudice, or sympathy play any part in your decision.

2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.

3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.

4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.

5. All the questions and answers are important. No one should say that any question or answer is not important.

6. Answer "yes" or "no" to all questions unless you are told otherwise. A "yes" answer must be based on a preponderance of the evidence unless you are told otherwise. Whenever a question requires an answer other than "yes" or "no," your answer must be based on a preponderance of the evidence unless you are told otherwise. The term "preponderance of the evidence" means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a "yes" answer, then answer "no." A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

7. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.

8. Do not answer questions by drawing straws or by any method of chance.

9. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror's amount and then figuring the average.

10. Do not trade your answers. For example, do not say, "I will answer this question your way if you answer another question my way."

11. Unless otherwise instructed, the answers to the questions must be based on the decision of at least 10 of the 12 jurors. The same 10 jurors must agree on every answer. Do not agree to be bound by a vote of anything less than 10 jurors, even if it would be a majority.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time and the parties' money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved.

"MSW" refers to MSW Corpus Christi Landfill, Ltd.

"Gulley-Hurst" refers to Gulley-Hurst L.L.C.

"Landfill" refers to that Type IV landfill in Nueces County, Texas.

"MSA" refers to the Mutual Release & Settlement Agreement.

"AmeriState Bank Loan" means that $5,000,000 loan obtained by MSW from AmeriState Bank that is referenced in the MSA.

A "participating bank" has no legal ability to seek recourse against a borrower and/or a guarantor and cannot assert any claim against a borrower and/or guarantor.

QUESTION 1

Did Gulley-Hurst fail to arrange for the refinancing of the AmeriState Bank Loan as required by the MSA?

Compliance with an agreement must occur within a reasonable time under the circumstances unless the parties agreed that compliance must occur within a specified time and the parties intended compliance within such time to be an essential part of the agreement.

In determining whether the parties intended time of compliance to be an essential part of the agreement, you may consider the nature and purpose of the agreement and the facts and circumstances surrounding its making.

Answer "Yes" or "No."

Answer: YES

If you answered "Yes" to Question 1, then answer the following question. Otherwise, do not answer the following question.

QUESTION 2

Was Gulley-Hurst's failure to comply excused?

2A. Failure to comply by Gulley-Hurst is excused by MSW's previous failure to comply with a material obligation of the same agreement.

A failure to comply must be material. The circumstances to consider in determining whether a failure to comply is material include:

(1) the extent to which the injured party will be deprived of the benefit which he reasonably expected;

(2) the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;

(3) the extent to which the party failing to perform or to offer to perform will suffer forfeiture;

(4) the likelihood that the party failing to perform or to offer to perform will cure his failure, taking into account the circumstances including any reasonable assurances;

(5) the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

Answer "Yes" or "No."

Answer: NO

2.B. Failure to comply by Gulley-Hurst also is excused if compliance is waived by MSW.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No."

Answer: NO

If you answered "Yes" to Question 1 and "No" to both Question 2A and Question 2B, then answer the following question. Otherwise, do not answer the following question.

QUESTION 3

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate MSW for its damages, if any, that resulted from such failure to comply?

Consider the following elements of damages, if any, and none other. You shall not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

1. The difference between the price to be paid by Gulley-Hurst to purchase MSW's one-half interest in the Landfill and the market value of the Landfill at the time of breach of the contract by Gulley-Hurst, if any, minus any indebtedness owed on the Landfill by MSW.

ANSWER: $ 10,235,000.00

2. MSW's lost opportunity cost of not having use of the money that was a natural, probable, and foreseeable consequence of Gulley-Hurst's failure to refinance the AmeriState Bank Loan.

ANSWER: $ 372,484.70

QUESTION 4

Did Gulley-Hurst fail to arrange for the release of personal guaranties as required by the MSA?

Compliance with an agreement must occur within a reasonable time under the circumstances unless the parties agreed that compliance must occur within a specified time and the parties intended compliance within such time to be an essential part of the agreement.

In determining whether the parties intended time of compliance to be an essential part of the agreement, you may consider the nature and purpose of the agreement and the facts and circumstances surrounding its making.

Answer "Yes" or "No."

Answer: YES

If you answered "Yes" to Question 4, then answer the following question. Otherwise, do not answer the following question.

QUESTION 5

Was Gulley-Hurst's failure to comply excused?

5.A. Failure to comply by Gulley-Hurst is excused by MSW's previous failure to comply with a material obligation of the same agreement.

A failure to comply must be material. The circumstances to consider in determining whether a failure to comply is material include:

(1) the extent to which the injured party will be deprived of the benefit which he reasonably expected;

(2) the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;

(3) the extent to which the party failing to perform or to offer to perform will suffer forfeiture;

(4) the likelihood that the party failing to perform or to offer to perform will cure his failure, taking into account the circumstances including any reasonable assurances;

(5) the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

Answer "Yes" or "No."

Answer: NO

5.B. Failure to comply by Gulley-Hurst also is excused if compliance is waived by MSW.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No."

Answer: NO

If you answered "Yes" to Question 4 and "No" to both Question 5A and Question 5B, then answer the following question. Otherwise, do not answer the following question.

QUESTION 6

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate MSW on behalf of its guarantors, Thomas Noons and Shane Shoulders, for their damages, if any, that resulted from such failure to comply?

Consider the following elements of damages, if any, and none other. You shall not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

1. Damage to the credit reputation of Thomas Noons that was a natural, probable, and foreseeable consequence of Gulley-Hurst's failure to arrange for the release of his personal guaranty.

ANSWER: $ 0.00

2. Damage to the credit reputation of Shane Shoulders that was a natural, probable, and foreseeable consequence of Gulley-Hurst's failure to arrange for the release of his personal guaranty.

ANSWER: $ 0.00

QUESTION 7

Did MSW fail to comply with the MSA by not consenting to the assignment and assumption of the AmeriState Bank Loan in February 2016 by Gulley-Hurst?

Answer "Yes" or "No."

Answer: NO

If you answered "Yes" to Question 7, then answer the following question. Otherwise, do not answer the following question.

QUESTION 8

Was MSW's failure to comply excused?

8.A. Failure to comply by MSW is excused by Gulley-Hurst's previous failure to comply with a material obligation of the same agreement.

A failure to comply must be material. The circumstances to consider in determining whether a failure to comply is material include:

(1) the extent to which the injured party will be deprived of the benefit which he reasonably expected;

(2) the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;

(3) the extent to which the party failing to perform or to offer to perform will suffer forfeiture;

(4) the likelihood that the party failing to perform or to offer to perform will cure his failure, taking into account the circumstances including any reasonable assurances;

(5) the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

Answer "Yes" or "No."

Answer: _____

8.B. Failure to comply by MSW also is excused if compliance is waived by Gulley-Hurst.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No."

Answer: _____

If you answered "Yes" to Question 7, and "No" to both Question 8A and Question 8B, then answer the following question. Otherwise, do not answer the following question.

QUESTION 9

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Gulley-Hurst for its damages, if any, that resulted from the failure to comply?

Consider the following elements of damages, if any, and none other. You shall not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

The increased interest charges in the existing AmeriState Bank Loan over the interest charges that would have been paid in the proposed new loan in February 2016 by AmeriState Bank that were a natural, probable, and foreseeable consequence of MSW's failure to consent to the assignment and assumption.

Answer in dollars and cents for damages, if any.

Answer: $_____

QUESTION 10

Did MSW wrongfully interfere with the prospective business relationship between Gulley-Hurst and Prosperity Bank in 2019 by sending letters to San Jacinto Title Services and Prosperity Bank asserting an ownership interest in the Landfill?

A business relationship is prospective if:

(1) there is a reasonable probability that Gulley-Hurst would have entered into a business relationship with Prosperity Bank; and

(2) MSW either acted with a conscious desire to prevent the relationship from occurring or knew the interference was certain or substantially certain to occur as a result of the conduct; and

(3) MSW's conduct was independently tortious or unlawful; and

(4) the interference proximately caused Gulley-Hurst's injury; and

(5) Gulley-Hurst suffered actual damage or loss as a result.

Interference is intentional if committed with the desire to interfere with the contract or with the belief that interference is substantially certain to result.

Answer "Yes" or "No."

Answer: NO

If you answered "Yes" to Question 10, then answer the following question. Otherwise, do not answer the following question.

QUESTION 11

Did MSW have a good faith belief that it was the owner of an undivided one-half interest in the Landfill?

Answer "Yes" or "No."

Answer: _____

If you answered "Yes" to Question 10 and "No" to Question 11, then answer the following question. Otherwise, do not answer the following question.

QUESTION 12

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Gulley-Hurst for its damages, if any, proximately caused by such interference?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

Consider the following elements of damages, if any, and none other. You shall not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

1. The increased interest charges in the existing AmeriState Bank Loan over the interest charges that would have been paid in the proposed new loan by Prosperity Bank in February 2019.

Answer: $_____

If you unanimously answered "Yes" to Question 10 and answered "No" to Question 11, then answer the following question. Otherwise, do not answer the following question.

QUESTION 13

Do you find by clear and convincing evidence that the harm to Gulley-Hurst resulted from malice?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

"Malice" means a specific intent by MSW to cause substantial injury or harm to Gulley-Hurst.

Answer "Yes" or "No."

Answer: _____

If you unanimously answered "Yes" to Question 13, then answer the following question. Otherwise, do not answer the following question.

You are instructed that you must unanimously agree on the amount of any award of exemplary damages.

QUESTION 14

What sum of money, if any, if paid now in cash, should be assessed against MSW and awarded to Gulley-Hurst as exemplary damages, if any, for the conduct found in response to Question 10?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are—

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of the wrongdoer.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.
6. The net worth of MSW.

Answer in dollars and cents, if any.

Answer: $_____

Presiding Juror:

1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.

2. The presiding juror has these duties:

    a. have the complete charge read aloud if it will be helpful to your deliberations;

    b. preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;

    c. give written questions or comments to the bailiff who will give them to the judge;

    d. write down the answers you agree on;

    e. get the signatures for the verdict certificate; and

    f. notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

Instructions for Signing the Verdict Certificate:

1. Unless otherwise instructed, you may answer the questions on a vote of ten jurors. The same ten jurors must agree on every answer in the charge. This means you may not have one group of ten jurors agree on one answer and a different group of ten jurors agree on another answer.

2. If ten jurors agree on every answer, those ten jurors sign the verdict.

   If eleven jurors agree on every answer, those eleven jurors sign the verdict.

   If all twelve of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.

3. All jurors should deliberate on every question. You may end up with all twelve of you agreeing on some answers, while only ten or eleven of you agree on other answers. But when you sign the verdict, only those ten who agree on every answer will sign the verdict.

Do you understand these instructions? If you do not, please tell me now.

Linda L. Wells

JUDGE PRESIDING

July 11, 2019

Verdict Certificate

Check one:

_____ Our verdict is unanimous. All twelve of us have agreed to each and every answer. The presiding juror has signed the certificate for all twelve of us.

_____ If our verdict was not unanimous on all questions, the answers to Questions 10, 13 and 14 were unanimous.

Anne Parr — Signature of Presiding Juror

ANNE PARR — Printed Name of Presiding Juror

✓ Our verdict is not unanimous. Eleven of us have agreed to each and every answer and have signed the certificate below.

_____ Our verdict is not unanimous. Ten of us have agreed to each and every answer and have signed the certificate below.

	Signature	Name Printed
1.	Devin Cayt	Devin Gonzalez
2.	Melanie Mosel	Melanie Mosel
3.	[illegible]	[illegible]
4.	[illegible]	Russell Ybarra
5.	Wendy Murray	Wendy Murray
6.	Gerald O'Neill	Gerald O'Neill
7.	Bret Brady	Bret Brady
8.	[illegible]	John Villalpando
9.	Leslie Cuellar	Leslie Cuellar
10.	Shelby Moreno	Shelby Moreno
11.		

Automated Certificate of eService

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Veronica Salais on behalf of John Bell
Bar No. 02078900
veronica@wbwpc.com
Envelope ID: 47333361
Status as of 10/20/2020 9:17 AM CST

Associated Case Party: MSW Corpus Christi Landfill, Ltd.

Name	BarNumber	Email	TimestampSubmitted	Status
Patrick James Carew	24031919	pcarew@kilpatricktownsend.com	10/20/2020 9:11:52 AM	SENT
Audrey Vicknair	14650500	avicknair@vicknairlaw.com	10/20/2020 9:11:52 AM	SENT
Monica Bohuslav	24074250	mbohuslav@maryelaw.com	10/20/2020 9:11:52 AM	SENT

Associated Case Party: Gulley-Hurst, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
John David Bell	2078900	jdbell@wbwpc.com	10/20/2020 9:11:52 AM	SENT
Douglas A. Allison	1083500	doug@dallisonlaw.com	10/20/2020 9:11:52 AM	SENT